



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Maintenance of Landscape Areas for 2009 to Creative Outdoor Environments, of Lathrop, for Group A (\$62,144) and Odyssey Companies, of Stockton, for Groups B and C (\$147,700) for An Annual Cost of \$209,844

MEETING DATE: November 19, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for Maintenance of Landscape Areas for 2009, January 1, 2009 through December 31, 2009, to Creative Outdoor Environments, of Lathrop, for Group A (\$62,143.92) and Odyssey Companies, of Stockton, for Groups B and C (\$147,699.96), for an annual cost of \$209,843.88.

BACKGROUND INFORMATION: This project provides for the contract maintenance of 195 landscaped sites in the public right-of-way, public buildings, parking lots, the Multimodal Station, and the White Slough Water Pollution Control Facility. Additional sites have been added that include various reverse frontage sidewalk and tree well areas. The total acreage of the contract exceeds 45 acres.

This annual contract maintains the existing landscape sites at a frequency level of once per month, with the exception of turf areas that are serviced weekly and pruning that is done quarterly. This work is separate from the landscape maintenance locations included in the various Landscape Maintenance Assessment Districts that have been established in new developments. Maintenance work at those locations is done weekly only, with as-needed pruning.

This bid consisted of three separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas, Group B – Maintenance of Lower Sacramento Road and Adjacent Landscape Areas, and Group C – Maintenance of Cherokee Lane and Adjacent Landscape Areas.

The specifications were approved on October 15, 2008, and are on file in the Public Works Department. The City mailed out four bid packets and notified 10 contractors. The City received the following three bids on October 29, 2008:

| Bidder | Location | Bid |
|-------------------------------------|-----------|--------------|
| Odyssey Landscaping Company, Inc. | Stockton | \$218,074.96 |
| Creative Outdoor Environments | Lathrop | \$258,837.36 |
| East Bay Construction Company, Inc. | Livermore | \$266,496.00 |

The bid had a provision for possible award to more than one contractor. It is staffs recommendation that Group A be awarded to Creative Outdoor Environments, of Lathrop, in the amount of \$62,143.92 and Groups B and C be awarded to Odyssey Companies, of Stockton, in the amount of \$147,699.96, for a contract total of \$209,843.88.

APPROVED:

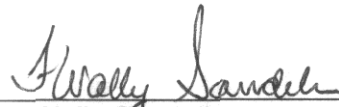
Blair King, City Manager

Adopt Resolution Awarding Contract for Maintenance of Landscape Areas for 2009 to Creative Outdoor Environments, of Lathrop, for Group A (\$62,144) and Odyssey Companies, of Stockton, for Groups B and C (\$147,700) for An Annual Cost of \$209,844
November 19,2008
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FISCAL IMPACT: This contract amount of \$209,843.88 will continue to maintain the existing landscape sites at a frequency level of once a month.

FUNDING AVAILABLE: The money for this project is appropriated in the FY 08/09 Operating Budget in General Fund, Utility, and Transit accounts (102011, 125052, 170403, 180453, 3215036, 103511, 160652, 170404,210801).



Kirk Evans
Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Assistant Streets & Drainage Manager

FWS/GMB/CJ/dsg

cc: George M. Bradley. Streets & Drainage Manager
Curt Juran, Assistant Streets & Drainage Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and **Creative Outdoor Environments, Inc.** herein referred to as "**Contractor**".

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
Special Provisions
Bid Proposal
Contract
Exhibits and Vicinity Maps

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance of landscaped areas.

ARTICLE II The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE III And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

ARTICLE IV By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

| <u>ITEM</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL ANNUAL PRICE</u> |
|---|-------------|-------------------------------|-------------------|---------------------------|
| <u>EXHIBIT GROUP A</u> | | | | |
| 1 | | | | |
| TURF SITES PER GROUP A - MOWING, PRUNING, WEED CONTROL, LITTER PICK UP, IRRIGATION MAINTENANCE PER SPECIFICATIONS | 1 | LS | \$ 5,178.66 | \$ 62,143.92 |
| <u>EXHIBIT GROUP B</u> | | | | |
| 2 | | | | |
| SITES PER GROUP B - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS, IRRIGATION MAINTENANCE INCLUDED | 1 | LS | \$ N/A | \$ N/A |
| <u>EXHIBIT GROUP C</u> | | | | |
| 3 | | | | |
| SITES PER GROUP C - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS, IRRIGATION MAINTENANCE INCLUDED | 1 | LS | \$ N/A | \$ N/A |

ARTICLE V It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JANUARY 1, 2009 THROUGH DECEMBER 31, 2009, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

CONTRACTOR

Dated: _____, 2008

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

()
Telephone

CITY OF LODI
A Municipal corporation

Blair King
City Manager

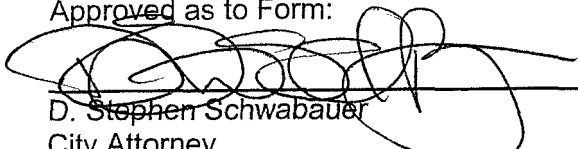
Date

Attest:

Randi Johl
City Clerk

Date

Approved as to Form:



D. Stephen Schwabauer
City Attorney

Date

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and **Odyssey Company, Inc.** herein referred to as "**Contractor**".

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
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Special Provisions
Bid Proposal
Contract
Exhibits and Vicinity Maps

The July 1992 Edition Standard
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ARTICLE II The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE III And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

ARTICLE IV By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

| <u>ITEM</u> | <u>UNIT</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL ANNUAL PRICE</u> |
|---|-------------|-------------------------------|-------------------|---------------------------|
| <u>EXHIBIT GROUP A</u> | | | | |
| 1 | | | | |
| TURF SITES PER GROUP A - MOWING, PRUNING, WEED CONTROL, LITTER PICK UP, IRRIGATION MAINTENANCE PER SPECIFICATIONS | 1 | LS | \$ N/A | \$ N/A |
| <u>EXHIBIT GROUP B</u> | | | | |
| 2 | | | | |
| SITES PER GROUP B - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS, IRRIGATION MAINTENANCE INCLUDED | 1 | LS | \$ 9,550.00 | \$ 114,600.00 |
| <u>EXHIBIT GROUP C</u> | | | | |
| 3 | | | | |
| SITES PER GROUP C - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS, IRRIGATION MAINTENANCE INCLUDED | 1 | LS | \$ 2,758.33 | \$ 33,099.96 |

ARTICLE V It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JANUARY 1, 2009 THROUGH DECEMBER 31, 2009, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

CONTRACTOR

Dated: _____, 2008

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

()
Telephone

CITY OF LODI
A Municipal corporation

Blair King
City Manager

Date

Attest:

Randi Johl
City Clerk

Date

Approved as to Form:

D. Stephen Schwabauer
City Attorney



Date

RESOLUTION NO. 2008-217

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR MAINTENANCE
OF LANDSCAPE AREAS FOR 2009

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 29, 2008, at 11:00 a.m. for the Maintenance of Landscape Areas project described in the specifications therefore approved by the City Council on October 15, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <u>Bidder</u> | <u>Location</u> | <u>Bid</u> |
|-------------------------------------|-----------------|--------------|
| Odyssey Landscaping Company, Inc. | Stockton | \$218,074.96 |
| Creative Outdoor Environments | Lathrop | \$258,837.36 |
| East Bay Construction Company, Inc. | Livermore | \$266,496.00 |

WHEREAS, the bid had a provision for possible award to more than one contractor, and it is staffs recommendation that Group A be awarded to Creative Outdoor Environments, of Lathrop, California, in the amount of \$62,143.92; and Groups B and C be awarded to Odyssey Companies, of Stockton, California, in the amount of \$147,699.96, for a contract total of \$209,843.88.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Maintenance of Landscape Areas project for Group A to Creative Outdoor Environments, of Lathrop, California, in the amount of \$62,143.92; and the contract for Groups B and C to Odyssey Companies, of Stockton, California, in the amount of \$147,699.96, for a contract total of \$209,843.88.

Dated: November 19, 2008


I hereby certify that Resolution No. 2008-217 was passed and adopted by the Lodi City Council in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk